

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE SIXTH
JUDICIAL DISTRICT AT KNOXVILLE

STATE OF TENNESSEE,
Plaintiff,

v.

TERRY W. NOEL

Defendant.

AGREED FINAL JUDGEMENT

Plaintiff, the State of Tennessee, by and through John Knox Walkup, the Attorney General and Reporter, and on behalf of the Division of Consumer Affairs of the Department of Commerce and Insurance as to the Consumer Protection claims made in this action, and Defendant, Terry W. Noel ("Defendant@"), as evidenced by their signatures, do consent to the entry of this Judgment and its provisions. This is an Agreed Final Judgment (AOrder@) for which execution may issue. This Order only resolves those matters set forth in the State's Complaint. Defendant hereby accepts and expressly waives any claims of defect in connection with service of process issued on the Defendant in this cause by the State.

1. JURISDICTION

1.1 Jurisdiction of this Court over the subject matter and over the Defendant for the purpose of entering into and enforcing this Order is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Order, including the enforcement of compliance therewith and penalties for violation thereof. Defendant agrees to pay all court costs and

attorneys' fees associated with any successful petitions to enforce any provision of this Order against Defendant.

2. VENUE

2.1 Pursuant to Tenn. Code Ann. § 47-18-107, venue as to all matters between the parties relating hereto or arising out of this Order is solely in the Chancery Court of Knox County, Tennessee.

3. ADMISSIONS OF DEFENDANT

3.1 Defendant enters into this Judgment in order to resolve the allegations in the State's Complaint. Defendant admits the allegations set forth in the State's Complaint. Defendant admits that he does not now and has not ever possessed a valid License to Practice Law in the State of Tennessee. Defendant further admits that he does not now and has never possessed a valid License to Practice Law from any other state of the United States of America or any other jurisdiction. Defendant admits that he held himself out to the public and to courts as an attorney at law from May of 1995 until the Compliance Hearings in this matter in September of 1996. Lastly, Defendant admits that he appeared in court and made filings with courts within the State of Tennessee representing that he was an attorney at law and thus represented or implied that he had a valid License to Practice Law.

3.2 Defendant has pled guilty in the Criminal Court of Knox County, Tennessee to two Class E felony counts of Impersonating a Professional in connection with indictments obtained by District Attorney General Randall Nichols. Defendant has been sentenced to two years on each count to be served consecutively, one after the other, with all time suspended and the Defendant placed on probation for a period of four years. These guilty pleas corroborate the allegations set forth in the Plaintiff's Complaint regarding the Defendant's acts of engaging in the unauthorized practice of law.

4. INJUNCTIVE RELIEF

Accordingly, it is hereby agreed by the Defendant that immediately upon the execution of this Order, Defendant Terry W. Noel shall be permanently and forever enjoined and bound from directly or indirectly engaging in the practices set forth herein.

4.1 Unless and until Defendant possesses a valid State of Tennessee License to Practice Law, Defendant shall not directly or indirectly, engage in the Apractice of law@ or Alaw business@ as defined by Tenn. Code Ann. § 23-3-101, *et seq.*, in the State of Tennessee.

- 4.2 Defendant shall not, directly or indirectly, engage in any act or practice that violates Tenn. Code Ann. §§ 23-3-101, *et seq.* relating to the unauthorized practice of law.
- 4.3 Without limiting the scope of paragraphs 4.1 and 4.2, unless and until Defendant possesses a valid State of Tennessee License to Practice Law, Defendant shall not make any appearance in any court in the State of Tennessee except to represent himself. In the event Defendant represents himself in a court proceeding, Defendant must clearly and conspicuously disclose to the court and the opposing party that he is not an attorney and does not possess a License to Practice Law in the State of Tennessee.
- 4.4 Without limiting the scope of paragraphs 4.1 and 4.2, unless and until Defendant possesses a valid State of Tennessee License to Practice Law, Defendant shall not directly or indirectly advise or counsel for valuable consideration any person, firm, association, or corporation, as to any secular law, or the drawing or the procuring of or assisting in the drawing for valuable consideration of any paper, document or instrument affecting or relating to secular rights, or do any act for a valuable consideration in a representative capacity, obtaining or tending to secure for any person, firm, association or corporation any property or property rights whatsoever, or solicit clients directly or indirectly to provide such services.
- 4.5 Without limiting the scope of paragraphs 4.1 and 4.2, unless and until Defendant possesses a valid State of Tennessee License to Practice Law, Defendant shall not directly or indirectly, provide legal advice to any person, company or other entity in the State of Tennessee.
- 4.6 Without limiting the scope of paragraphs 4.1 and 4.2, unless and until Defendant possesses a valid State of Tennessee License to Practice Law, Defendant shall not appear as an advocate in a representative capacity or draw papers, pleadings or documents or perform any act in such capacity in connection with proceedings pending or prospective before any court, commissioner, referee or any body, board, committee or commission constituted by law or have authority to settle controversies, nor may he solicit clients, directly or indirectly, to provide such services.
- 4.7 Without limiting the scope of paragraphs 4.1 and 4.2, unless and until Defendant possesses a valid State of Tennessee License to Practice Law, Defendant shall not directly or indirectly, accept the appointment by any court to represent as an attorney any person, company or other entity in the State of Tennessee.
- 4.8 Without limiting the scope of paragraphs 4.1 and 4.2, Defendant shall not directly or indirectly, accept or deposit into his accounts any monies from any person, company or other entity as payment for legal services or as a deposit to his Alegal escrow account@.
- 4.9 Defendant shall not directly or indirectly, engage in any unfair or deceptive acts or practices through his conduct or that of his business and shall fully comply with all applicable provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.*

4.10 Defendant shall not, directly or indirectly, represent, state, promote, advertise, claim or imply that Defendant is an Aattorney,@ Aattorney at law,@ Alawyer@ or term or phrase of similar import, if Defendant does not possess a valid License to Practice Law in the State of Tennessee. Without limiting the scope of this provision, should Defendant be personally involved in any legal or quasi-legal proceeding or negotiation, Defendant shall specifically be required to affirmatively, clearly and conspicuously disclose and inform any person, company or other entity and the court or other tribunal that Defendant does not possess a valid State of Tennessee License to Practice Law and is not an attorney at law.

4.11 Defendant shall not directly or indirectly, transfer or otherwise remove any assets from his Alaw@ offices or any bank accounts that contain funds relating to his representation of persons as an Aattorney@ or any escrow type funds. Defendant has previously provided the Court with an accounting of all assets in his possession relating to his representation of clients as an attorney and a list of all of his bank accounts and the amount of money in those accounts. The Defendant understands that the State and this Honorable Court expressly rely upon these representations and if said representations are false, inaccurate or misleading the State has the right to move to vacate or set aside this Order or request that the Defendant be held in contempt, if it so elects.

4.12 Defendant shall not directly or indirectly, accept payment for services of any type which he will not actually deliver in a timely fashion.

4.13 Defendant shall not directly or indirectly, represent, state, promote, claim, advertise or imply that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have.

4.14 Defendant shall not directly or indirectly, represent, state, promote, claim, advertise or imply that Defendant has a sponsorship approval, status, affiliation or connection that Defendant does not have,.

4.15 Defendant shall not directly or indirectly, represent, state, promote, claim, advertise or imply that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve or which are prohibited by law.

4.16 Defendant shall not directly or indirectly, represent, state, promote, claim, advertise or imply that goods or services are of a particular standard, quality or grade if they are of another or if such is not the case.

4.17 Defendant shall not directly or indirectly, represent, state, promote, claim, advertise or imply that Defendant will provide goods or services to consumers and then fail to deliver the promised or promoted goods or services.

4.18 Defendant shall be prohibited from using a Board of Professional Responsibility number unless and

until he is formally notified in writing by the Board of Professional Responsibility of the Supreme Court of Tennessee, following entry of this Order, that he has been issued such a number and may use it.

4.19 Defendant shall not directly or indirectly, limit or attempt to limit the damages or recovery against him with regard to his holding himself out as an attorney and to which consumers may be entitled under Tennessee law. However, nothing in this section shall prohibit Defendant from contesting such damages or recovery against him through lawful process.

4.20 If at any time, Defendant decides to attempt to obtain a valid License to Practice Law in the State of Tennessee or any other state or jurisdiction, the Defendant shall notify the Attorney General in writing of that fact at least fourteen (14) days prior to commencing the process of applying to obtain a License to Practice Law. Defendant's notice to the Attorney General shall include, at a minimum, a complete copy of all filings or applications he must file to commence an application with the applicable state or other jurisdiction to obtain a License to Practice Law. The Defendant understands that the State and this Honorable Court expressly rely upon Defendant's commitment to so notify the State, and if Defendant seeks a License to Practice Law and fails to notify the State as required, the State has the right to move to vacate or set aside this Order or request that the Defendant be held in contempt, if it so elects.

4.21 Nothing in sections 4.3 through 4.8 shall be construed to limit the Defendant's ability to be employed in a law firm, corporate legal department or the like to the extent that Defendant's position/duties do not circumvent the language contained therein. For example, it shall not be a violation of this Agreed Final Judgment for the Defendant to be employed as a Arunner@ for a law firm or the equivalent of such, in that Defendant shall be allowed to file court documents on behalf of his employer attorney/law firm. However, Defendant shall be prohibited from engaging in any act or practice constituting Alaw business@ or the Apractice of law@ as defined by Tenn. Code Ann. § 23-3-101(1) and (2).

4.22 Defendant shall not directly or indirectly accept employment with a law firm, corporate legal department, government law department or the like without notification to the State within ten (10) days of commencing such employment. Notification to the State shall be in writing, stating with particularity the position of employment and the duties that position requires the employee to perform. Prior to assuming any such duties, Defendant shall provide to any law firm, corporate legal department, government law department or the like a copy of this Order. The Defendant understands that the State and this Honorable Court expressly rely upon Defendant's commitment to so notify the State, and if Defendant accepts this type of employment and fails to notify the State as required, the State has the right to move to vacate or set aside this Order or request that the Defendant be held in contempt, if it so elects.

5. NOTICES TO CONSUMERS AND COURTS

5.1 Defendant Terry W. Noel has provided a copy of the attached Notice (Notice A) to all persons that

have employed Defendant to provide legal services in the past or currently. This Notice was provided by First Class U.S. Mail to each persons' last known address. Attached as Exhibit A is a true and exact copy of the list of the name and address of all persons to whom this Notice was sent. Defendant shall abide by all terms set forth in the Notice. The Defendant understands that the State expressly relies upon this representation and if this representation is false, inaccurate or misleading the State has the right to move to vacate or set aside this Order or request that the Defendant be held in contempt, if it so elects. Defendant shall be prohibited from disseminating any contradictory or inconsistent notices to the one required to be distributed to his former clients attached as Exhibit A.

5.2 Defendant Terry W. Noel has provided a copy of the attached Notice (Notice B) to any Court in the State of Tennessee in which Defendant has made an appearance or filed any paper. This Notice was provided by First Class U.S. Mail to the Clerk of each Court. Attached as Exhibit B is a list of the name and address of all courts to whom this Notice was sent. Defendant shall abide by all terms set forth in the Notice. The Defendant understands that the State expressly relies upon this representation and if said representations are false, inaccurate or misleading the State may move to vacate or set aside this Order or request that the Defendant be held in contempt. Defendant shall be prohibited from disseminating any contradictory or inconsistent notices to the one required to be distributed to the courts attached as Exhibit B.

5.3 Defendant shall, at his own expense, place notices of at least quarter page size, notifying the general public of the fact he engaged in the unauthorized practice of law. These ads shall be placed in the Knoxville News-Sentinel. The required ads shall be published beginning on the first Sunday after entry of this Agreed Final Judgment and for three other days during that calendar week. The advertisement shall be identical to the advertisement attached as Exhibit C hereto. All such notices shall be placed in the front section of the Knoxville News-Sentinel. Within ten (10) days of entry of this Order, the Attorney General shall receive proof of the placement of the advertisements from the Defendant. Such proof shall include a receipt from the Knoxville News-Sentinel indicating that the required notice advertisements have been paid in full along with copies of each advertisement placed and the date to be published. The State and this Honorable Court expressly rely upon Defendant's representations that the Knoxville News-Sentinel is circulated in all counties in which consumers reside for which he provided legal advise or counseling. Defendant shall be prohibited from disseminating any contradictory or inconsistent notices to the one required to be published attached as Exhibit C.

5.4 All notices, incorporated herein by reference to this Order, shall be in writing and delivered by U. S. Certified Mail, Return Receipt Requested.

6. RESTITUTION

6.1 The Defendant shall be required to fully reimburse each and every eligible consumer the full amount of all monies paid to the Defendant for Alegal services@. Eligible consumers will include each and every consumer that for any reason contacts the Defendant and requests a refund of monies paid to the Defendant for Alegal services@. Said requests must be made within 180 days of entry of this Order to be

eligible for a refund. The consumer is not required to state a reason for requesting a refund. By way of example, if consumer John Smith paid the Defendant \$50 to write a will for him and within 180 days of entry of this Order, Mr. Smith requests a refund from the Defendant. The Defendant shall be required to pay Mr. Smith \$50.00. The Defendant preserves his right to dispute the amount claimed by a consumer as set forth in paragraph 6.2.

6.2 All contested consumer claims shall be submitted for arbitration. All consumers shall be afforded the opportunity to Aappear@ in any manner deemed reasonable under the circumstances. AAppear@, in the context of arbitration, shall mean in person, by telephone or written, sworn statement. All consumers shall be afforded the right to use whatever means available to prove the amount of legal fees paid to Defendant. This may include but is not limited to money order, cashiers check or certified check receipts or copies, canceled personal/business checks, personal/business bank statements or receipts of withdrawals from personal accounts via automated teller. Defendant shall notify the State, in writing, of any consumer claim that Defendant contests his obligation to pay. Defendant shall also provide the State with a list of the name and address of all consumers who have filed a claim for reimbursement of legal fees paid to Defendant. Defendant shall also provide to the State a list of the names and addresses of those consumers whose claims were contested and include a statement as to whether or not the consumer received payment. Defendant must pay and is responsible for all costs associated with the arbitration process regardless of the outcome of the arbitration. Said arbitration shall be binding and non-appealable and the arbitrator shall be mutually agreed upon, in writing, by the Attorney General and Defendant. Nothing in this section shall prevent Defendant from petitioning this Court for the appointment of a Special Master or other means to resolve any disputed claims, as an alternative to submitting disputed claims to arbitration in order to reduce the costs of resolving any such claims. This section in no way applies to any private right of action which a consumer may have against Defendant related to the conduct alleged in the State's Complaint.

6.3 Consumer refunds shall be made by check drawn on an account with a sufficient cash balance to fund all refunds and shall not consist of credits, discounts or other partial reimbursement of the refund amount. All consumer refunds shall be mailed by first class, certified mail, return receipt requested postage paid United States Mail within six (6) weeks of the receipt of the refund request. Envelopes shall be marked APOSTMASTER: ADDRESS CORRECTION REQUESTED@ and refunds shall be re-mailed with an address correction where applicable. Alternatively the refunds may be hand-delivered to the recipient.

6.4 In the event Defendant is unable to locate consumers eligible for a refund under this section, those funds due such consumers shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101, *et seq.* These funds may be delivered to the State Treasurer prior to the statutory due date. The Defendant shall provide a report to the Attorney General and Reporter within six (6) months of the entry of the Order which details the amounts delivered to the Treasurer for treatment as unclaimed property under the State statute. The Defendant shall continue to provide this information every six (6) months until all funds have been claimed and/or returned to the Defendant. The Defendant shall provide all information necessary to the State Treasurer's office to appropriately handle such funds as unclaimed property as set forth by statute and regulation.

6.5 Defendant is responsible for all costs associated with the refund process set forth in subsection 6, including, but not limited to, all costs associated with mailing, all letterhead, envelopes, copying charges, postage and other costs associated with the issuance of refund checks and any arbitration costs. Defendant is not responsible for any costs in addition to restitution incurred by a recipient of restitution unless such costs are ordered by the Court.

6.6 Within six (6) months of entry of the Order, Defendant shall file with the Attorney General the following information and shall supplement the information as is necessary:

A. A report verifying and certifying that eligible consumers who requested a refund have, in fact, received a full refund. Additionally, the Defendant shall verify and certify compliance with each provision of this Order with respect to refunds.

B. An alphabetical list of the name and address of each consumer who requested a refund, the amount of each consumer's refund and the total amount of all refunds provided.

C. A report of the result of any arbitration or other resolution of any disputed claims.

6.7 In the event that Defendant is unable to fully pay all eligible restitution claims within the time frame contemplated by this Order, Defendant shall have the right to petition the Court for additional time to comply.

6.8 Within ten (10) days of receipt of a request from the Division of Consumer Affairs for evidence that a specific consumer or consumers have received a refund, Defendant shall provide any documents, books and/or records necessary to establish to the satisfaction of the Division of Consumer Affairs that the refund process complied with this Order. These documents may include, but shall not be limited to, copies of the front and back of canceled checks and/or mailing records along with certified mail receipts indicating that the identified consumer or consumers received a refund. The documents, books or records shall be physically turned over and provided to the Division of Consumer Affairs' offices no later than ten (10) days from receipt of such request. This paragraph shall in no way limit the Attorney General's or the Division of Consumer Affairs' right to obtain documents, records and/or testimony through any other state or federal law, regulation or rule.

6.9 A consumer's written request for a refund shall be considered to be eligible for a refund under this section as long as it was postmarked within 180 days of entry of this Order. Such a request shall be

considered eligible if it is received by the Defendant, Defendant's attorney, or any agency or entity of the State of Tennessee. A consumer's oral request shall be considered to be eligible for a refund under this section so long as an initial telephone request was received within 180 days of entry of this Order by the Defendant, Defendant's attorney, the State Attorney General's Office, the District Attorney General's Office, Tennessee Board of Law Examiners, the Board of Professional Responsibility of the Supreme Court of Tennessee or the Division of Consumer Affairs. Any party receiving an oral request for a refund should request that the consumer provide a written request directly to the Defendant's attorney and shall log in or otherwise record the oral request. If the State Attorney General's Office, the District Attorney General's Office, Tennessee Board of Law Examiners, the Board of Professional Responsibility of the Supreme Court of Tennessee or the Division of Consumer Affairs receive an oral request for reimbursement, they will notify the Defendant's attorney within ten (10) days of such request.

7. PAYMENT OF ATTORNEY'S FEES AND COSTS OF
APPOINTED ATTORNEY AND CONTINUING POWERS
OF COURT APPOINTED ATTORNEY

7.1 Defendant shall pay the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) representing all costs associated with the appointment of Howard Hogan to inventory and receive Defendant's files with the same powers as those set forth in Rule 9, Section 22 of the Rules of the Supreme Court of Tennessee relating to the Appointment of Counsel to Protect Clients' Interest. Said payment shall be paid as set forth in paragraph 11.

7.2 Howard Hogan shall continue to take whatever action he deems indicated or necessary to protect the interests of the persons which Defendant Terry W. Noel represented. Mr. Hogan shall have the continuing right to petition this Honorable Court for whatever further direction or assistance he may require in that inventory process, including but not limited to requesting that the Court appoint attorneys to represent persons in specific files he locates. Defendant shall pay all costs associated with this process and the continuing process of conducting an inventory of the Defendant's files, locating those persons who Defendant purported to represent and having those persons obtain new counsel to represent them in those legal matters. Mr. Hogan shall forward any such bills to Mr. Noel. Defendant shall be required to pay the bill within fourteen (14) days of receipt of the billing.

7.3 Defendant Noel represents and warrants that he did execute and shall continue to execute any and all necessary documents to permit Howard Hogan to use funds from Defendant Noel's escrow or other office accounts to handle any and all financial matters indicated or necessary to protect the interests of the persons which Defendant Terry W. Noel represented. Defendant shall further stand ready to answer

any questions Mr. Hogan may have or to fully cooperate or otherwise provide whatever assistance the appointed attorney may need in the process of inventorying the files and contacting those persons. On the day of entry of this Order, Defendant shall provide Mr. Hogan with a business and residential telephone number and complete business and residential street address where he can be reached within forty-eight (48) hours notice to receive requests for assistance or information. On the day of entry of this Order, the same information shall be provided to representatives of the State. This information shall be updated by Mr. Noel as appropriate.

7.4 Defendant Noel further warrants and represents that since he was first contacted about this matter by the Attorney General's Office on Friday, July 26, 1996, he has made no withdrawals from any bank accounts associated with his engaging in the Practice of Law, other than those necessary in the customary course of business.

8. VIOLATIONS OF THE AGREED TEMPORARY INJUNCTION

8.1 Defendant admits that he violated the Agreed Temporary Injunction ordered entered by this Court on July 31, 1996 by: (a) continuing to meet with and advise some clients after entry of the Order prohibiting him from practicing law, (b) failing to notify all clients that he was not an attorney within the time period required by that Order (c) failing to turn over all client files to the court appointed receiver within the time period required by that Order and (d) failing to notify all courts that he was not an attorney within the time period required by that Order. As a result, the Defendant shall pay a civil penalty in the amount of Four Thousand and 00/00 Dollars (\$4,000.00). Said payment shall be paid as set forth in paragraph 11.

9. PAYMENT OF ATTORNEYS' FEES AND COSTS TO THE STATE

9.1 Pursuant to Tenn. Code Ann. §§ 23-3-103 (c) and 47-18-108(b)(4), Defendant shall pay the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes at the sole discretion of the Attorney General. Said payment shall be made as set forth in paragraph 11.

10. CIVIL PENALTIES

10.1 Pursuant to Tenn. Code Ann. § 23-3-103(c)(1), and 47-18-108(b)(3), Defendant shall pay the sum of Eleven Thousand Five Hundred and 00/100 Dollars (\$11,500.00) to the State of Tennessee as a civil penalty for the Defendant's acts and/or practices described in the State's Complaint that violate the

Tennessee unauthorized practice of law statute and the Tennessee Consumer Protection Act. Defendant represents and warrants that he engaged in the unauthorized practice of law and violations of the Tennessee Consumer Protection Act from May of 1995 until the Compliance Hearings in this matter in September of 1996. Defendant further acknowledges that the State expressly relies upon this representation and warranty, and that if it is false, misleading or inaccurate, the State has the right to move to vacate or set aside this Order, and request that Defendant be held in contempt, if the State so elects. Said payment shall be made as set forth in paragraph 11.

11. FORBEARANCE ON EXECUTION AND DEFAULT

11.1 No execution or garnishments to collect the monetary payments set forth in sections 7, 8, 9 and 10 of this Order shall issue so long as the Defendant makes timely payments as set forth in this section.

11.2. The payments shall first be applied to the costs and expenses associated with the appointment of the receiver, Howard Hogan. Then, once that obligation is completed, payments shall be applied to the Attorney General's attorneys' fees and costs and once that obligation is complete payments shall be applied to the various civil penalties starting with the smallest civil penalty until it is paid in full and thereafter in ascending order. In the event Defendant fails to make any such payment within thirty (30) days of its due date, the entire balance of all provisions of this Order then remaining may be collected by execution, garnishment or other legal process, together with attorneys fees associated with collection and interest pursuant to Tenn. Code Ann. § 47-14-121, from the date of entry of this Order.

11.3 Payments required by this section shall be delivered to the Attorney General or his designated representative as follows: the Defendant shall make an initial down payment of One Thousand Five Hundred Dollars and 00/100 Cents (\$1,500.00) on the day of entry of this Order, after that the Defendant shall pay the sum of Four Hundred Fifty Dollars and 00/100 Cents (\$450.00) per quarter on the first day of each quarter thereafter until the entire balance is paid in full, with the first installment payment due on April 1, 1998. Each payment shall be by certified or cashier's check and made payable to the State of Tennessee.

11.4 Defendant shall be required to retain proof of all payments to the State in the form of canceled checks or receipts from the financial institution from which he obtained cashier's checks, for each payment for a full 24 months following his final payment to the State. Defendant shall provide proof of all payments to the State within 10 days of a request for such information.

11.5 Defendant shall be required to submit his Federal Income Tax returns to the State and apply any Federal Income Tax refund received to his indebtedness in addition to his quarterly payment, beginning in the year of this Order and each and every year thereafter until the entire amount is paid in its entirety.

11.6 The State retains the right to petition this Court for an increase in Defendant's quarterly payments if

Defendant's annual gross income exceeds Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

12. REPRESENTATIONS

12.1 The acceptance of this Order by the State shall not be deemed approval by the State of any of Defendant's advertising or business practices.

12.2 Defendant shall not represent or imply that any procedure or other acts or practices hereafter used or engaged in by Defendant have been approved, in whole or in part, by the State.

12.3. Defendant, Terry W. Noel warrants and represents that he is the proper party to this Order. Defendant further acknowledges that he understands that the State expressly relies upon this representation and warranty, and that if it is false, misleading or inaccurate, the State may move to vacate or set aside this Order, or may request that Defendant be held in contempt, if it so elects.

12.4 Defendant, Terry W. Noel, represents that this is his true legal name. The Defendant understands that the State expressly relies upon this representation and if said representations are false, inaccurate or misleading the State has the right to move to vacate or set aside this Order or request that the Defendant be held in contempt, if it so elects.

13. PENALTY FOR FAILURE TO COMPLY

13.1 Defendant understands and acknowledges that pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann.

§ 47-18-108 (c), any knowing violation of the terms of this Order shall be punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate sanctions including contempt sanctions.

13.2 Defendant understands that upon execution and filing of this Order, any subsequent failure to comply with the terms hereof is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

13.3 Defendant understands and acknowledges that pursuant to the provisions of the Tennessee unauthorized practice of law statute, Tenn. Code Ann. § 23-3-103(c)(4), any knowing violation of the

terms of this Order is punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate sanctions including contempt sanctions.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES

14.1 Defendant represents and warrants that the execution and delivery of this Order is his free and voluntary act, that this Order is the result of good faith negotiations, and that the parties believe that the Order and terms hereof are fair and reasonable. The parties warrant that they will implement the terms of this Order in good faith. Defendant further represents that the signatory for Defendant has the authority to act for and bind him.

14.2 Defendant shall not participate, directly or indirectly, in any activity to form any other entity for the purpose of engaging in acts prohibited by this Order, or for any other purpose which would otherwise circumvent any part of this Order.

14.3 This Order constitutes the complete agreement of the parties with regard to this Chancery Court action. This Order may only be enforced by the parties hereto.

14.4 The titles and header to each section of this Order are for convenience purposes only and are not intended by the parties to lend meaning to any of the actual provisions of the Order.

14.5 This document shall not be construed against the Adrafter@ because both parties participated in the drafting of this document.

14.6 This Agreed Final Judgment constitutes the complete agreement of the parties with regard to the resolution of the matters set forth in the State's Complaint. This Agreed Final Judgment is limited to resolving only matters set forth in the State's Complaint.

14.7 Nothing in this Order shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Order shall not bar the State or other governmental entity from enforcing laws, regulations or rules against Defendant. Without limiting the scope of this provision, the Defendant has been specifically informed and agrees that this settlement in no way settles, resolves or addresses any claims of violations of Tenn. Code Ann. § 23-3-101, *et seq.* and Tenn. Code Ann. § 47-18-101, *et seq.* which a criminal prosecuting law enforcement agency such as but not limited to, a District Attorney General may bring against him. Further, without limiting the scope of this provision, the Defendant has been specifically informed and agrees that this settlement in no way settle, resolves or addresses issues associated with his pending application for a License to Practice Law before the Tennessee Board of Law Examiners. Lastly, without limiting the scope of this provision, Defendant has been specifically informed and agrees that this Agreed Final Judgment in no way settles, resolves or addresses any issues that might be raised by the Board of

Professional Responsibility of the Supreme Court of Tennessee, resulting from his improper use of a Board of Professional Responsibility number. However, the Defendant in no way waives his rights under the Double Jeopardy Clauses of the United States and Tennessee Constitutions that may be raised in any action subsequent to the entry of this Order.

14.8 This Agreed Final Judgment shall be binding and effective against Defendant upon Defendant's signing the Agreed Final Judgment.

15. PAYMENT OF COURT COSTS

15.1 All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by Defendant. No costs shall be taxed to the State as provided by Tenn. Code Ann. § 47-18-116.

16. COMPLIANCE WITH OTHER LAWS

16.1 Nothing in this Order shall be construed as relieving Defendant from the obligation to comply with any state or federal law, regulation or rule, nor shall any of the provisions of this Order be deemed to be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

17. APPLICATION OF ORDER TO DEFENDANT AND HIS SUCCESSORS

17.1 Defendant agrees that the duties, responsibilities, burdens and obligations undertaken in connection with this Order shall apply to Defendant, Terry W. Noel as well as to each of his partners, subsidiaries, affiliates, managers, related entities, agents, assigns, representatives, employees, successors, sales staff and any and all other persons or entities acting directly or indirectly on his behalf.

18. MONITORING FOR COMPLIANCE

18.1 Upon request, Defendant shall provide books, records or documents to the State at any time, and further, to informally, or formally under oath, provide testimony or other information to the State relating to compliance with this Order. Defendant shall make any requested information available within one (1) week of the request, at the Office of the Attorney General in Nashville, Tennessee or at such other

location within the State of Tennessee as is agreeable to Defendant and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

19. PRIVATE RIGHT OF ACTION

19.1 Nothing in this Order shall be construed to affect any private right of action that a consumer may hold against Defendant.

20. NOTIFICATION TO STATE

20.1 For five (5) years following execution of this Order, Defendant shall notify the Tennessee Attorney General, c/o Consumer Protection Division, 425 5th Avenue North, 2nd Floor, Nashville, Tennessee 37243-0491, in writing at least thirty (30) days prior to the effective date of any proposed changes in his corporate structure, such as incorporation, dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution or subsidiaries, or any other changes in Defendant's status that may effect compliance with obligations arising out of this Judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.